

CIVIL EMERGENCY MEASURES ACT

Pursuant to section 4 of the *Civil Emergency Measures Act*, the Commissioner in Executive Council orders as follows:

1. The Government Leader is hereby authorized to sign the annexed "Pacific Northwest Emergency Management Agreement" on behalf of the Commissioner in Executive Council.

Dated at Whitehorse, in the Yukon Territory, this 13th day of October, 1995.

Commissioner of the Yukon

LOI SUR LES MESURES CIVILES D'URGENCE

Le Commissaire en conseil exécutif, conformément à l'article 4 de la *Loi sur les mesures civiles d'urgence*, décrète ce qui suit :

1. Le chef du gouvernement est autorisé, par les présentes, à signer au nom du Gouvernement du Yukon le document paraissant en annexe et intitulé "Pacific Northwest Emergency Management Agreement".

Fait à Whitehorse, dans le territoire du Yukon, ce 13 octobre 1995.

Commissaire du Yukon

PACIFIC NORTHWEST EMERGENCY MANAGEMENT AGREEMENT

- between -

The Government of The State of Alaska,
The Government of The State of Idaho,
The Government of The State of Oregon,
The Government of The State of Washington,
The Government of The Province of British Columbia, and
The Yukon Government,

hereinafter referred to collectively as the "Signatories" and separately as a "Signatory".

WHEREAS the Signatories recognize the importance of comprehensive and coordinated civil emergency preparedness, response and recovery measures for natural and technological emergencies or disasters, and for declared or undeclared hostilities including enemy attack;

AND WHEREAS the Signatories further recognize the benefits of coordinating their separate emergency preparedness, response and recovery measures with that of contiguous jurisdictions for those emergencies, disasters or hostilities affecting or potentially affecting any one or more of the Signatories in the Pacific Northwest;

AND WHEREAS the Signatories further recognize that regionally-based emergency preparedness, response and recovery measures will benefit all jurisdictions within the Pacific Northwest, and best serve their respective national interests in cooperative and coordinated emergency preparedness as facilitated by the Consultative Group on Comprehensive Civil Emergency and Management established in the Agreement Between the Government of The United States of America and the Government of Canada on Cooperation and Comprehensive Civil Emergency Planning and Management signed at Ottawa, Ontario, Canada on April 28, 1986;

NOW THEREFORE, it is hereby agreed by and between each and all of the Signatories hereto as follows:

Advisory Committee

1. An advisory committee named the Western Regional Emergency Management Advisory Committee (W-REMAC) shall be established which will include one member appointed by each Signatory.
2. The W-REMAC will be guided by the agreed upon Terms of Reference—Annex A.

Principles of Cooperation

3. Subject to the laws of each Signatory, the following cooperative principles are to be used as a guide by the Signatories in civil emergency matters which may affect more than one Signatory:
 - a) The authorities of each Signatory may seek the advice, cooperation or assistance of any other Signatory in any civil emergency matter.
 - b) Nothing in the Agreement shall derogate from the applicable laws within the jurisdiction of any Signatory. However, the authorities of any Signatory may request from the authorities of any other Signatory appropriate alleviation of such laws if their normal application might lead to delay or difficulty in the rapid execution of necessary civil emergency measures.

- c) Each Signatory will use its best efforts to facilitate the movement of evacuees, refugees, civil emergency personnel, equipment or other resources into or across its territory, or to a designated staging area when it is agreed that such movement or staging will facilitate civil emergency operations by the affected or participating Signatories.
- d) in times of emergency, each Signatory will use its best efforts to ensure that the citizens or residents of any other Signatory present in its territory are provided emergency health services and emergency social services in a manner no less favourable than that provided to its own citizens.
- e) Each Signatory will use discretionary power as far as possible to avoid levy of any tax, tariff, business license or user fees on the services, equipment and supplies of any other Signatory which is engaged in civil emergency activities in the territory of another Signatory, and will use its best efforts to encourage local governments or other jurisdictions within its territory to do likewise.
- f) When civil emergency personnel, contracted firms or personnel, vehicles, equipment or other services from any Signatory are made available to or are employed to assist any other Signatory, all providing Signatories will use best efforts to ensure that charges, levies or costs for such use or assistance will not exceed those paid for similar use of such resources within their own territory.
- g) Each Signatory will exchange contact lists, warning and notification plans, and selected emergency plans and will call to the attention of their respective local governments and other jurisdictional authorities in areas adjacent to intersignatory boundaries, the desirability of compatibility of civil emergency plans and the exchange of contact lists, warning and notification plans, and selected emergency plans.
- h) The authority of any Signatory conducting an exercise will ensure that all other signatories are provided an opportunity to observe, and/or participate in such exercises.

Comprehensive Nature

4. This agreement is a comprehensive agreement on civil emergency planning and management. To this end and from time to time as necessary, all Signatories shall:
- a) review and exchange their respective contact lists, warning and notification plans, and selected emergency plans.
 - b) as appropriate, provide such plans and procedures to local governments, and other emergency agencies within their respective territories.

Agreement Not Exclusive

5. This is not an exclusive agreement and shall not prevent or limit other civil emergency agreements of any nature between Signatories to this agreement.
- a) in the event of any conflicts between the provisions of this agreement and any other agreement regarding emergency service entered into by two or more States of the United States who are Signatories to this agreement, the provisions of that other agreement shall apply, with repeat to the obligations of those States to each other, and not the conflicting provisions of this agreement.

Amendments

6. This Agreement and the Annex may be amended (and additional Annexes may be added) by agreement of the Signatories.

Cancellation or Substitution

7. Any Signatory to this Agreement may withdraw from or cancel their participation in this Agreement by giving sixty days written notice in advance of this effective date to all other Signatories.

Authority

8. All Signatories to this Agreement warrant they have the power and capacity to accept, execute and deliver this Agreement.

Effective Date

9. Notwithstanding any dates noted elsewhere, this Agreement shall commence April 1, 1996.

IN WITNESS WHEREOF, the undersigned have signed this Agreement.

THE STATE OF ALASKA

GOVERNOR

(Date)

THE STATE OF IDAHO

GOVERNOR

(Date)

THE STATE OF OREGON

GOVERNOR

(Date)

THE STATE OF WASHINGTON

GOVERNOR

(Date)

THE PROVINCE OF BRITISH COLUMBIA

PREMIER

(Date)

THE GOVERNMENT OF THE YUKON

GOVERNMENT LEADER

(Date)

ANNEX A

REGIONAL EMERGENCY MANAGEMENT ADVISORY COMMITTEE

TERMS OF REFERENCE

1. PURPOSE

Regional Emergency Management Advisory Committee are established to promote emergency management coordination and preparedness at regional levels and to complement the work of the Can/US Consultative Group.

2. MANDATE

REMAC provides a forum where members and guests can raise issues and receive advice on emergency preparedness matters.

REMAC encourages and supports preparation and exercising of emergency plans for all members.

REMAC will serve as a regional link to the Can/US Consultative Group.

3. NUMBER OF COMMITTEES

Four REMACs are established to cover the following areas:

- Eastern REMAC:

In Canada: Regions/Provinces of New Brunswick, Nova Scotia, and Quebec.

In U.S.A.: FEMA Regions I and 11, States of Maine, New Hampshire, Vermont and New York.

- Central REMAC:

In Canada: Regions/Provinces of Quebec and Ontario.

In U.S.A.: FEMA Regions II and V, States of New York, Pennsylvania, Ohio, Michigan, Wisconsin and Minnesota.

- Prairies REMAC:

In Canada: Regions/Provinces of Manitoba, Saskatchewan and Alberta.

In U.S.A.: FEMA Region VIII, States of Minnesota, North Dakota and Montana.

- Western REMAC:

In Canada: Regions/Provinces/Territories of British Columbia and Yukon.

In U.S.A.: FEMA Region X, States of Washington, Idaho, Oregon and Alaska.

4. MEMBERSHIP (participation as delegated by respective government agency)

- EPC: Regional Directors
- FEMA: Regional Directors
- Provinces/Territories: Head of Emergency Measures Organization
- States: Head of Emergency Management Agency (EMA)

Non-Representatives of other government departments, industry or academia may be invited on an "AS NEEDED BASIS" and may be part of working groups.

5. MEETINGS

Frequency: One per year or at the call of the Chair.

Duration: One to two days depending on the agenda.

Location: Alternating between countries and regions as decided at the previous conference, but if possible, at least two months before the Can/US Consultative Group meeting.

Chair: Host regional director FEMA/state EMA head or host regional director EPC/provincial EMO head co-chair and provide conference secretarial services.

Committee Secretariat: The repositories for committee documentation are in Washington and Ottawa. Copies of documents will also be held at regional level for convenience. This would provide for systematic circulation of important information to Can/US Consultative Group and to other REMACs.

EPC region/FEMA region directors are responsible for holding minutes of meetings, assisting in the formulation of meeting agendas and identifying meeting venues.

Financing: Members and guests make their own financial arrangements for participation.

Reporting: The Chairs of the four REMAC meetings provide their reports to designated Regional Directors for presentation to the Can/US Consultative Group.

**O.I.C. 1995/178
CIVIL EMERGENCY MEASURES ACT**

**DÉCRET 1995/178
LOI SUR LES MESURES CIVILES D'URGENCE**

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ANNEX B

TO THE PACIFIC NORTHWEST EMERGENCY MANAGEMENT ARRANGEMENT OF 1996 BETWEEN THE GOVERNMENTS OF THE STATE OF ALASKA, THE STATE OF IDAHO, THE STATE OF OREGON, THE STATE OF WASHINGTON, THE PROVINCE OF BRITISH COLUMBIA AND THE YUKON GOVERNMENT

PACIFIC NORTHWEST EMERGENCY MANAGEMENT ARRANGEMENT (PNEMA)
IMPLEMENTING PROCEDURES

Article I - Purpose and Authorities

The governments of the State of Alaska, the State of Idaho, the State of Oregon, the State of Washington, the Province of British Columbia, and the Yukon Government are signatories to the Pacific Northwest Emergency Management Arrangement (PNEMA). Article 6 of PNEMA provides: "This Arrangement and the Annex may be amended (and additional Annexes may be added) by arrangement of the Signatories." Pursuant to this provision, the undersigned Signatories hereby enter into this arrangement, which shall be designated as Annex B to PNEMA.

The Pacific Northwest Emergency Management Arrangement Implementing Procedures, hereinafter referred to as the "arrangement" is made and entered into by and among such of the signatories as shall enact or adopt this arrangement, hereinafter referred to as "signatories." For the purpose of this agreement, the term "signatories" may include any or all of: the States of Alaska, Idaho, Oregon, Washington; the Province of British Columbia; and the Yukon Government, all of which entered into the Pacific Northwest Emergency Management Arrangement (PNEMA) in 1996-97 and such other states, provinces and territories as may hereafter become a signatory to PNEMA and this arrangement.

The purpose of this arrangement is to provide for the possibility of mutual assistance among the signatories entering into this arrangement in managing any emergency or disaster when the affected signatory or signatories ask for assistance, whether arising from a natural disaster, accidental or intentional events or the civil emergency aspects of resources shortages.

This arrangement also provides for the process of planning mechanisms among the agencies responsible and for mutual cooperation, including, if need be, emergency-related exercises, testing, or other training activities using equipment and personnel simulating performance of any aspect of the giving and receiving of aid by signatories or subdivisions of signatories during emergencies, with such actions occurring outside actual declared emergency periods. Mutual assistance in this arrangement may include the use of emergency forces¹ by mutual agreement among signatories.

The purpose of these implementing procedures is to provide specific procedures, agreed to by the signatories, for implementing PNEMA. The signatories acknowledge that the signatory states of the United States (Alaska, Idaho, Oregon, and Washington) have adopted the Emergency Management Assistance Compact (EMAC). Nothing in the arrangement or these implementing procedures shall supersede EMAC.

Article II - General Implementation

Each signatory entering into this arrangement recognizes that emergencies may exceed the capability of a signatory and that intergovernmental cooperation is essential in such circumstances. Each signatory further recognizes that there may be emergencies that require immediate access to outside resources and that procedures need to be in place to request outside resources to make a prompt and effective response to such an emergency because few, if any, individual signatories have all the resources they need in all types of emergencies or the capability of delivering resources to areas where emergencies exist.

The prompt, full and effective utilization of resources of the signatories, including any resources on hand or available from any other source that are essential to the safety, care and welfare of the people in the event of any emergency or disaster, will be the underlying principle on which all articles of this arrangement are understood

¹ Emergency forces include but are not limited to: police/security forces; and fire-rescue (Hazmat/USAR): emergency medical and emergency management services.

On behalf of the signatories, the legally designated official who is assigned responsibility for emergency management is responsible for formulation of the appropriate inter-signatory mutual aid plans and procedures necessary to implement this arrangement and for recommendations to the signatories concerned with respect to the amendment of any statutes, regulations or ordinances for that purpose.

Article III - Signatory Responsibilities

1. Formulate plans and programs. Each signatory will formulate procedural plans and programs for each inter-signatory cooperation areas listed in this section. In formulating and implementing such plans and programs the signatories, to the extent practical, shall:

- A. Review individual signatory hazards analyses that are available and, to the extent reasonably possible, determine all those potential emergencies the signatories might jointly suffer, whether due to a natural disaster, an accidental or intentional event or the emergency aspects of resource shortages;
- B. Initiate a process to review the signatories' individual emergency plans and develop a plan that will determine the mechanism for the inter-signatory cooperation;
- C. Develop inter-signatory procedures to fill any identified gaps and to resolve any identified inconsistencies or overlaps in existing or developed plans;
- D. Assist in warning communities adjacent to or crossing signatory boundaries;
- E. Protect and ensure delivery of services, medicines, water, food, energy and fuel, search and rescue and critical lifeline equipment, services and resources, both human and material to the extent authorized by law;
- F. Inventory and agree upon procedures for the inter-signatory loan and delivery of human and material resources, together with procedures for reimbursement or forgiveness; and
- G. Provide, to the extent authorized by law, for temporary suspension of any statutes or ordinances that impede the implementation of the responsibilities described in this subsection.

2. Request for assistance. The authorized representative of a signatory may request assistance of another signatory by contacting its authorized representative. These provisions only apply to requests for assistance made by and to authorized representatives. Requests may be verbal or in writing. The authorized representative of signatories will confirm their verbal request in writing within 15 days. Requests must provide the following information:

- A. A description of the emergency service function for which assistance is needed and of the mission or missions, including but not limited to fire services, emergency medical, transportation, communications, public works and engineering, building inspection, planning and information assistance, mass care, resource support, health and medical services and search and rescue;
 - B. The amount and type of personnel, equipment, materials and supplies needed and a reasonable estimate of the length of time they will be needed; and
 - C. The specific place and time for staging of the assisting party's response and a point of contact at the location.
3. Consultation among signatory officials. There will be frequent consultation among the signatory officials who have assigned emergency management responsibilities, such officials collectively known hereinafter as the International Emergency Management Group, and other appropriate representatives of the signatory with free exchange of information, plans and resource records relating to emergency capabilities to the extent authorized by law.

Article IV - Limitation

Any signatory requested to render mutual aid or conduct exercises and training for mutual aid will respond as soon as possible, except that it is understood that the signatory rendering aid may withhold or recall resources to the extent necessary to provide reasonable protection for itself. To the extent authorized by law, each signatory will afford to the personnel of the emergency forces of any other signatory while operating within its signatory limits under the terms and conditions of this arrangement and under the operational control of an officer of the requesting signatory the same treatment as is afforded similar or like forces of the signatory in which they are performing emergency services. Emergency forces continue under the command and control of their regular leaders, but the organizational units come under the operational control of the emergency services authorities of the signatory receiving assistance. These conditions may be activated, as needed, by the signatory that is to receive assistance or upon commencement of exercises or training for mutual aid and continue as long as the exercises or training for mutual aid are in progress, the emergency or disaster remains in effect or loaned resources remain in the receiving signatory or signatories, whichever is longer. The receiving signatory is responsible for informing the assisting signatory when services will no longer be required.

Article V - Licenses and Permits

Whenever a person holds a license, certificate or other permit issued by any signatory to the arrangement evidencing the meeting or qualifications for professional, mechanical or other skills, and when such assistance is requested by the receiving signatory, such person is deemed to be licensed, certified or permitted by the signatory requesting assistance to render aid involving such skill to meet an emergency or disaster, to the extent allowed by law and subject to such limitations and conditions as the requesting signatory prescribes by executive order or otherwise.

Article VI - Liability

Any person or entity of a signatory rendering aid in another signatory pursuant to this arrangement is considered an agent of the requesting signatory for tort liability and immunity purposes. Any person or entities rendering aid in another signatory pursuant to this arrangement is not liable on account of any act or omission of good faith on the part of such forces while so engaged or on account of the maintenance or use of any equipment or supplies in connection therewith. Good faith in this article does not include willful misconduct, gross negligence or recklessness.

Article VII - Supplementary Agreements

Because it is probable that the pattern and detail of the provision for mutual aid among two or more signatories may differ from that among the signatories that are party to this arrangement, this contains elements of a broad base common to all signatories, and nothing in this arrangement precludes any signatory from entering into supplementary agreements with another signatory or affects any other agreements already in force among signatories. Supplementary agreements may include, but are not limited to, provisions for evacuation and reception of injured and other persons and the exchange of medical, fire, public utility, reconnaissance, welfare, transportation and communications personnel, equipment and supplies.

Article VIII - Workers' Compensation and Death Benefits

Each signatory shall provide, in accordance with its own laws, for the payment of workers' compensation and death benefits to injured members of the emergency forces of that signatory and to representatives of deceased members of those forces if the members sustain injuries or are killed while rendering aid to another signatory pursuant to this arrangement, in the same manner and on the same terms as if the injury or death were sustained within their own jurisdiction.

Article IX - Reimbursement

Any signatory rendering aid to another signatory pursuant to this arrangement shall, if requested, be reimbursed by the signatory receiving such aid for any loss or damage to or expense incurred in the operation of any equipment and the provision of any service in answering a request for aid and for the costs incurred in connection with those requests. An aiding signatory may assume in whole or in part any such loss, damage, expense or other cost or may loan such equipment or donate such services to the receiving signatory without charge or cost. Any two or more signatories may enter into supplementary agreements establishing a different allocation of costs among those signatories. Benefits under Article VIII are not reimbursable under this section.

Article X - Evacuation

Each signatory shall initiate a process to prepare and maintain plans to facilitate the movement of and reception of evacuees into its territory or across its territory, according to its capabilities and powers. The signatory from which the evacuees came shall assume the ultimate responsibility for the support of the evacuees, and after the termination of the emergency, for the repatriation of such evacuees.

Article XI - Implementation

1. This arrangement is effective upon its execution or adoption by any two signatories, and is effective as to any other signatory upon its execution or adoption thereby: subject to approval or authorization by the U.S. Congress, if required, and subject to enactment of any national, state, provincial or territorial legislation that may be required for the effectiveness of the arrangement.
2. Any signatory may withdraw from this arrangement but the withdrawal does not take effect until 30 days after the governor or premier of the withdrawing signatory has given notice in writing of such withdrawal to the governors or premiers of all other signatories. The action does not relieve the withdrawing signatory from obligations assumed under this arrangement prior to the effective date of withdrawal.
3. Duly authenticated copies of this arrangement in the French and English languages and of such supplementary agreements as may be entered into shall, at the time of their approval, be deposited with each of the signatories.

Article XII - Severability

This arrangement is construed so as to effectuate the purposes stated in Article I. If any provision of this arrangement is declared unconstitutional or invalid or inapplicable to any person or circumstances, the validity of the remainder of this arrangement to that person or circumstances and the applicability of the arrangement to other persons and circumstances are not affected.

Article XIII - Inconsistency of Language

The validity of the arrangements and agreements consented to in this arrangement shall not be affected by any insubstantial difference in form or language as may be adopted by the various states, provinces and territories.

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IN WITNESS WHEREOF, the undersigned have signed ANNEX B to the PACIFIC NORTHWEST EMERGENCY MANAGEMENT ARRANGEMENT

THE STATE OF ALASKA


GOVERNOR

6/20/06
Date

THE STATE OF IDAHO


GOVERNOR

6/11/07
Date

THE STATE OF OREGON


GOVERNOR

3/27/07
Date

THE STATE OF WASHINGTON

Christine Gregoire
GOVERNOR

DATE / IN / YEAR

Date Jun 20 2006
Jun 20 2006

THE PROVINCE OF BRITISH COLUMBIA

Glen Campbell
PREMIER

DATE / IN / YEAR

Date

THE YUKON GOVERNMENT

Don Ahlstrom
PREMIER

16 Aug/07
Date